

OCA FILE Budget
SECRET

Washington, D.C. 20505

5 May 1988

Mr. John G. Plashal
Committee on Appropriations
Subcommittee on Defense, Staff
House of Representatives
Washington, D.C. 20515

Dear John,

Attached is the information you requested on the Agency's budget for purchase of Landsat imagery in 1989 together with some information on how we arrange for purchase, use the imagery, and what restrictions are placed on the disposition of the materials we obtain. [redacted]

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If we can be of further assistance, please do not hesitate to call. [redacted]

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Sincerely,

[redacted]

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Daniel A. Childs, Jr.
Comptroller

Attachments:
As stated

[redacted]

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CIA USE OF LANDSAT IMAGERY

- In FY 1988, CIA spent [] for Landsat imagery. For FY 1989, we are requesting [] in base resources for Landsat. These amounts are well below the [] spent on Landsat in FY 1984. The savings result from eliminating coverage of non-priority targets, advances made in extrapolating more data from a reduced volume of imagery, and use of a cheaper alternative satellite system. Landsat, nevertheless, continues to provide a valuable, sometimes unique, broad area search capability that enables us to cover agricultural and narcotics crop production cycles, follow fast-breaking developments such as Chernobyl and Persian Gulf area missile deployments []
- We acquire Landsat imagery in two ways:
 - For coverage of areas where we have recurring requirements, we sign an annual contract with Eros Data Corporation (EDC), a USG element attached to the Department of Commerce's National Oceanic and Atmospheric Administration (NOAA).
 - To obtain ad hoc coverage, we purchase the imagery data from EOSAT, the private company that operates the satellite and runs the ground station.
- Landsat imagery is purchased according to prices as set forth in EOSAT's standard price list (attached). As part of the annual contract for recurring coverage, we have signed a memorandum of understanding to protect the confidentiality of the imagery data and have agreed not to transfer it to any other organization. For ad hoc acquisitions, we have not yet signed such an agreement.

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Agreement for Purchase and Protection of Satellite Data



This Agreement covers sales by Earth Observation Satellite Company ("EOSAT") to Purchaser of information sent to Earth by LANDSAT satellites ("Satellite Data"):

Section 1. Purchaser's Orders. Satellite Data may be ordered by Purchaser at the prices, payment and delivery terms established from time to time by EOSAT. Purchaser's orders shall specify the Satellite Data desired, and may be submitted on forms provided by EOSAT. Purchaser may also use its own forms, but such forms shall be used for convenience only, and any terms and conditions they contain are of no force or effect. EOSAT reserves any right it may have to accept or reject any order from Purchaser.

Section 2. Confidentiality of Satellite Data. Purchaser acknowledges that Satellite Data is a special, valuable and unique asset of EOSAT, and that Satellite Data is confidential information which is disclosed in confidence to Purchaser under this Agreement. With respect to each purchase made under this Agreement, so long as EOSAT retains rights to Satellite Data pursuant to federal law:

- a. Purchaser agrees to use, translate, enhance or display the Satellite Data purchased hereby only for its own authorized purposes, which purposes shall be directly related to its established activities or lines of business.
- b. Purchaser agrees not to reproduce or permit reproduction of Satellite Data. Enhancement of Satellite Data shall not be considered reproduction.
- c. Purchaser agrees not to permit access to, disclose or otherwise make available any Satellite Data to any person for any purpose, except to Purchaser employees, affiliates, contractors and consultants for purposes directly related to Purchaser's authorized use of the Satellite Data, but not in any event to Purchaser's competitors.
- d. Purchaser agrees to take appropriate action, by instruction, agreement or otherwise, with any persons permitted access to Satellite Data so as to enable Purchaser to satisfy its obligations under this Agreement, including appropriate security measures to prevent inadvertent disclosure.
- e. Without limiting the generality of the foregoing, Purchaser agrees to abide by the limitations on the package warning and not to separate the package warning from the Satellite Data except as may be necessary to use the Satellite Data as contemplated hereby. A copy of EOSAT's Package Warning appears below.

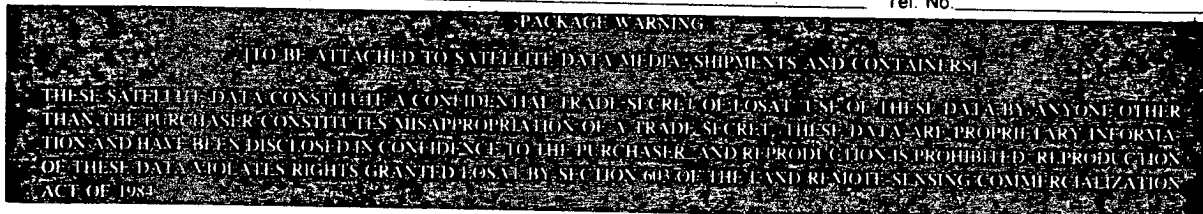
Section 3. Limited Warranty. Unless otherwise indicated in a statement accompanying Satellite Data delivered hereunder, EOSAT warrants that the Satellite Data it provides will cover the area of the Earth and spectral bands specified in Purchaser's order, and will be radiometrically or geometrically corrected if requested in Purchaser's order. In addition, EOSAT warrants that the media used to carry the Data shall be free from defects in materials and workmanship under normal use for 90 days from the date of delivery to Purchaser. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 4. Limitation of Remedies. If the Satellite Data is not as warranted by EOSAT in Section 3, upon return of such Data, EOSAT shall replace the Satellite Data or refund the purchase price paid therefor, at EOSAT's option. Such replacement or refund shall be the Purchaser's exclusive remedy for any delivery or non-delivery of Satellite Data. EOSAT'S LIABILITY FOR DAMAGES TO THE PURCHASER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT AND WHETHER OR NOT EOSAT WAS NEGLIGENT, ACTIVELY OR PASSIVELY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER FOR THE DEFECTIVE SATELLITE DATA. In no event will EOSAT be liable for any lost profits, lost savings or other consequential damages, even if EOSAT has been advised of the possibility of such damages.

Section 5. Term. This Agreement may be terminated with or without cause by either party upon written notice. However, this Agreement covers orders received and accepted prior to termination.

Section 6. General. This Agreement is the complete, final and exclusive statement of terms of the agreement between the parties, and supersedes all proposals, prior agreements and understandings between the parties relating to the subject matter of this Agreement. This Agreement cannot be modified or rescinded, nor may any of its terms be canceled or waived, except by a written instrument signed by both parties. Purchaser's rights and obligations under this Agreement are not assignable or transferrable without the prior written consent of EOSAT or its successor, and any attempt to assign or transfer such rights and obligations without such written consent is void. This Agreement shall be governed by Delaware law, and the parties subject themselves to the jurisdiction of the State and Federal Courts of Delaware with respect to any dispute or claim arising under it.

_____	Earth Observation Satellite Company
By _____	By _____
Authorized Signature	Authorized Signature
(Title) _____	(Title) _____
TYPE OR PRINT	
Name: _____	Name: _____
Company Name: _____	TWX: _____
Address _____	Tel. No. _____



For questions regarding the above Agreement please call... 1 800 344-9933 or (301) 552-0500

Landsat Price List

PRICES SUBJECT
TO CHANGE

All products are sold subject to EOSAT's Agreement for Purchase and Protection of Satellite Data ("Agreement") which prohibits the reproduction of EOSAT products. A copy of this Agreement is on the reverse side of this order form. If you have previously signed a copy of this Agreement you need not sign it again. However, no data will be shipped until there is a signed copy of the Agreement on file with EOSAT.

Standard Photographic Products

Black and White Products

NOMINAL IMAGE SIZE	APPROX. SCALE	PRODUCT		PRICE \$	
		MATERIAL	CODE	MSS/RBV	TM
18.5cm (7.3 in.)	1:1,000,000	Film Negative	03	90	160
18.5cm (7.3 in.)	1:1,000,000	Film Positive	13	80	150
18.5cm (7.3 in.)	1:1,000,000	Paper	23	50	100
37.1cm (14.6 in.)	1:500,000	Paper	24	100	170
74.2cm (29.2 in.)	1:250,000	Paper	26	150	250

Color Composite Products

NOMINAL IMAGE SIZE	APPROX. SCALE	PRODUCT		PRICE \$	
		MATERIAL	CODE	MSS	TM
18.5cm (7.3 in.)	1:1,000,000	Film Positive	53	150	360
18.5cm (7.3 in.)	1:1,000,000	Paper	63	100	300
37.1cm (14.6 in.)	1:500,000	Paper	64	200	400
74.2cm (29.2 in.)	1:250,000	Paper	66	350	500

Color Composite Generation†

PRODUCT CODE	PRICE \$	
	MSS	TM
59	200	300

Customer must designate which band combination is desired by entering band selection in the "Color Combination" column on order form. All band combinations are produced in blue-green-red sequence. Cost of products produced from composite are in addition to generation fee.

*Excludes RBV. † Unless otherwise requested standard color composites will be generated as follows: Landsat 1, 2, 3 —MSS bands 4, 5, 7; Landsat 4, 5 —MSS bands 1, 2, 4, TM bands 2, 3, 4.
Note: For custom orders or for priority service there is a surcharge.

—Custom enlargements of photographic prints are available at a fee of \$100.00/scene/enlargement.

—PRIORITY SERVICE: a 7 calendar-day turnaround is available on your product order. This applies only to products made from existing color composite or black and white masters.
There will be a 3x fee.

Standard Digital Products (Computer Compatible Tapes)

TRACKS	BPI	FORMAT	MSS All Bands (band Sequential)		MSS All Bands (band Interleaved)		RBV Single Subscene		Set Of Four RBV Subscenes		TM Full Scene		TM Quarter Scene*		Mss/tm CCT Copies †				TM ¼ Scene Copies	
			CODE	PRICE \$	CODE	PRICE \$	CODE	PRICE \$	CODE	PRICE \$	CODE	PRICE \$	CODE	PRICE \$	MSS		TM		CODE	PRICE \$
															CODE	PRICE \$	CODE	PRICE \$		
9	1600	TAPE SET	184-A	660	184-B	660	184-C	660	184-D	1320	81	3300	83	1650	92	120	86	720	94	180
9	6250	TAPE SET	185-A	660	185-B	660	185-C	660	185-D	1320	80	3300	82	1650	93	60	90	240	95	60

CCT data formats and data acquisition dates: MSS BIP-2 (CCT-X)—Prior to Jan. '79; BSQ or BIL (corrected only)—Jan. '79-May '81; BSQ or BIL (corrected or uncorrected)—June '81 to present; RBV CCT not available prior to Sept. '80; SSQ (corrected only)—Sept. '80-May '81; SSQ (corrected or uncorrected)—June '81-March '83; TM BSQ or BIL (corrected or uncorrected)—TIPS Apr. '84-present.

*TM CCT Quarter numbering scheme

1	2	Customer must designate which TM CCT quarter scene is desired desired in CCT column on order form using (1,2,3,4).
3	4	

† Additional copies

Because of the trade secret agreement additional copies of MSS or TM CCT's (not more than 10 of same scene) may be purchased at the time of original order only.

Special Acquisition Surcharges* (to schedule new scene acquisitions)

(Product cost must be added to special acquisition surcharge)

	PER SCENE PRICE \$
MSS Data Acquisition	460
TM Data Acquisition	1600
Cloud Cover (Guarantees images with 30% or less scene cloud cover)	275

WAIVED UNTIL FURTHER NOTICE

To request a Special Acquisition
Please Call...

1800 367-2801

or **(605) 594-6511**

TWX 910-668-0310

*Requires a minimum of 48 hours lead time; in general, notification at least 21 days in advance is preferred for scheduling TDRSS and other system components.

RELATED PRODUCTS

70mm Landsat MSS

For those customers who have additive color viewers and wish to composite and view Landsat MSS bands using this system, 70mm film positives and negatives are available. Please call for additional information.

	Product Code	Unit Price \$
Film Positive	11	80
Film Negative	01	90

Sample CCT's (Computer Compatible Tapes)

A sample Landsat 4 MSS scene and a sample TM scene are available with ancillary materials. Please contact EOSAT customer services.

	Product Code	Unit Price \$
MSS CCT	988	50
TM CCT	989	200

For shipments outside the U.S. customer pays shipping and handling cost. See current EOSAT shipping/handling chart.

SUBJECT: CIA USE OF LANDSAT IMAGERY

Distribution:

Original - John G. Plashal, HAC Staff

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(5 May 1988) (COMPT 88-640)

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